

To

Subject: Quotation for Job Contract for manufacturing of Sweets (contract for service) at Verka Chandigarh Dairy.

S.NO	Particular	Pack Size	Rate in Rs.(Per kg)	GST	Total all inclusive Rs.
1	Manufacturing and cutting of sweets	800g, 400g, 200g, 2kg etc. or any other pack size.			

Terms & Conditions:

- 1) That, the contract is valid for the period of one year from the date of allotment of contract which may be extended further for another one year with mutual consent and after due review of the performance at the same rate, terms and conditions. However, Verka Chandigarh Dairy reserve the rights to terminate the contract at any time with 15 days advance notice.
- 2) That, an approximate quantity of sweets to be manufactured during the contract period will be about 50 MT in 800 g, 400g, 200g and 2kg boxes or any other pack size as per the directions and manufacturing / demand schedule of Verka Chandigarh Dairy. The quantity of sweets manufacturing mentioned above may also vary depending upon actual demand received from market.
- 3)
 - a) Earnest money of Rs. 40,000/- (Rupees Forty Thousand only.) should be deposited by the bidder along with manual sealed quotation. Earnest Money should only be in the shape of “**Bank Draft**” in the favor of ‘THE PUNJAB STATE CO-OPERATIVE MILK PRODUCER’S FEDERATION LTD’, Milk Plant Chandigarh payable at Chandigarh. No other mode of earnest money shall be accepted.
 - b) Earnest money of un-successful tenderers shall be returned immediately after finalizing the contract.
 - c) Earnest money of the successful tenderer shall be retained as security of the contract.
 - d) The successful contractor shall have to deposit security amount of Rs. 60,000/- (Rupees Sixty Thousand only.) in addition to EMD amounting to total Rs. 1,00,000/- (Rupees One lac only) in the shape of demand draft drawn in favor of “The Punjab State Co-operative Milk Producer’s Federation Ltd’, Chandigarh, before starting the assigned job contract activities. The security amount of the contractor shall be liable

to be forfeited in case of any deviation by the contractor from the terms & conditions of the contract apart from other penalty and punitive action as per the terms and conditions of contract as well as the applicable provisions of law.

The security amount Rs.1,00,000/-(Rupees one Lac only) will be returned after successful / faithful execution / completion of the contract and receipt of No Objection Certificate from concerned Units / Unions. No interest shall be paid on earnest money / security deposit.

- 4) That, the demand schedule for preparation of sweets shall be given to the contractor, according to the demand received of sweets boxes from market and the contractor shall have no reservation to deviate from or violate such time schedule. The General Manager Verka Chandigarh Dairy may impose suitable penalty if the time schedule is not adhered strictly.
- 5) That, the successful party shall be liable to start preparation of sweets at Verka Chandigarh Dairy with immediate effect from the date of allotment of contract as per schedule demand.
- 6) That, Verka Chandigarh is currently manufacturing some sweets at its own arrangements and in case of extra demand, Verka Chandigarh Plant may ask the bidder to manufacture the quantity of sweets currently being manufactured by Plant at the same quoted rates by the bidder and subsequently approved by Milk Plant Chandigarh and for that matter the bidder will have no objection.
- 7) That, all ingredients, raw material & packing material will be provided by the Verka Chandigarh Dairy as per the recipe provided by Verka Chandigarh Dairy. The successful contractor will provide requirement of raw material in written as per schedule demand of manufacturing of Sweets received from Verka Chandigarh Dairy, from time to time. If any raw material remains unutilized shall be the responsibility of the contractor.
- 8) That, all the utensils, stove, gas cylinders / fuel and other relevant equipment's like electronic weighing scales for weighment of sweets, other machinery, water & electricity etc. required for manufacturing & packing of sweets will be arranged by the Verka Chandigarh Dairy.
- 9) That, the cutting and shaping of Sweets manufactured will be done by the contractor as per the requirement of Verka Chandigarh Dairy. To utilize or Reuse/Rework of shredded pieces of sweets will also be the responsibility of contractor.
- 10) That, Sweets will be packed in trays and put these trays in the C.boxes. Further ,the packed boxes of sweets will be shrink wrapped by the Manpower of Verka Chandigarh Dairy after fixing the hologram on each box. These, all the work will be done under the responsibility and supervision of contractor.
- 11) That, Shelf life shall be minimum 15 days for KajuPinni, BesanBurfi, Roasted Chana Burfi and Milkcake from the date of packing and 90 days for Panjiri from the date of packing.
- 12) In case Verka Chandigarh Dairy needs to introduce and manufacture other varieties of sweets, then shelf life of new sweets will be decided during R&D phase of sweets and that will be incorporated in the shelf life of newly introduced sweets.
- 13) That, in case during the Shelf-life period sweets are found not fit for human consumption or any deviation from quality norms, the entire cost of the same will be deducted from bill of the contractor. Also, the contractor shall be responsible for any legal complications arising thereof.

- 14) That, any mishandling of the assigned job resulting into financial loss of any kind and legal violation arising out of the same shall be the sole responsibility of the contractor and appropriate penalty for the same will be borne by the contractor apart from facing legal action under any applicable law.
- 15) That, the successful contractor shall submit the bill on the basis of number of sweets boxes (In Kgs of sweets packed) manufactured and packed on monthly basis.
- 16) That, the payment to the successful contractor will be made within 15 Days after submission of Bill (if there will be no issue/objection) and its verification from the authorised officer of Verka Chandigarh Dairy.
- 17) That, no accommodation will be provided by the Verka Chandigarh Dairy to successful contractor or his manpower.
- 18) That, the successful party has to become a Nominal Member of Verka Chandigarh Dairy and for this he will deposit a sum of Rs. 1000/- as a nominal membership fee. But the bidder/contractor will have no right to participate in the Annual General meeting of the Milk Federation Punjab.
- 19) That the supervision and control of the contractor activities / Manpower / Halwai will be the sole responsibility of the bidder. He will arrange adequate supervisor / representative / Halwai for manufacturing of sweets at Verka Chandigarh Dairy as need for timely completion of demand order in festival seasons as well as throughout the year.
- 20) That, the contractor shall abide by all the labour laws, including payment of wages to his manpower / Halwai / Supervisor. That, the contractor shall abide to follow the instructions of representatives of Verka Chandigarh Dairy and he shall abide to follow the SOP's, GMP, policies, rules and regulations framed by Verka Chandigarh Dairy.
- 21) That, the contractor will also impart training for related job to staff of Verka Chandigarh Dairy during manufacturing of sweets.
- 22) That, contractor shall not share our sweets recipes and SOP,s to any outsource agency and not make the sweets for his own purpose by copying our sweets recipes. If the contractor found to do so then legal action may be taken against him apart from penalty by the General Manager Verka Chandigarh Dairy may also be imposed looking to the severity of his misconduct which may extend upto debarment / blacklisting of his contract.
- 23) (a) **Arbitration:** In case of any dispute or controversy arising out of contract/ supplies of Verka Chandigarh Dairy, the same shall be referred to the Registrar Cooperative Societies Punjab or his nominee for arbitration. The decision of Arbitrator shall be final and binding on both the parties. The Arbitration proceeding shall be held under the Punjab Cooperative Society Act, 1961 and the Rules, 1963 framed there under as amended upto date. The Arbitration proceeding shall be held in the office of the arbitrator.

b) All legal proceedings, if necessity arises, can be instituted by any of the parties in the courts situated at Chandigarh / Chandigarh and not elsewhere. The parties shall be able to approach the court only after exhausting remedy provided under clause arbitration (a) above.